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Official Public Records

Tarrant County Texas

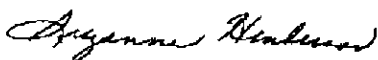
2009 Apr 23 11:00 AM

Fee: \$ 20.00

Submitter: SIMPLIFILE

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2 Pages



Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

State: Texas
County: Tarrant
Lessor: Virgil C. Reed Jr., a married person, as his sole and separate property
Lessee: XTO Energy Inc.
Effective Date: January 21, 2008

On January 21, 2008, Lessor, named above, executed and delivered to XTO Energy Inc., Lessee, an Oil and Gas Lease (the "Lease"), recorded in Tarrant County Clerk's Document No. D208117622, Official Public Records, Tarrant County, Texas. The Lease covers the following lands (the "Lands"):

BEING 1.000 acres, more or less, and being more particularly described as Tract 3B, out of the Hayes Covington Survey, Abstract No. 256, Fort Worth, Tarrant County, Texas, according to the certain Warranty Deed, recorded in Volume 14812, Page 352 of the Official Public Records, Tarrant County, Texas and amendments thereof, including streets, easements and alleyways adjacent thereto, and any riparian rights.

The Lease is recognized by Lessor as being in full force and effect. It is the desire of the Lessor and Lessee to amend the Lease as to the particular provisions set out below.

For adequate consideration, Lessor and Lessee amend the Lease by incorporating into it the following terms, as if originally contained in the Lease:

The Addendum to the Oil and Gas Lease should read as follows:
"Two (2) years following the expiration of the primary term of this lease or upon the expiration of any extension or renewal of the primary term, whichever occurs last, Lessee shall release all rights lying one hundred feet (100') below the stratigraphic equivalent of the base of the deepest formation drilled; provided, however, if Lessee is then engaged in operations on the leased premises or on lands pooled therewith, this lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between said operations."

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If the amendment(s), set out above, varies from a provision(s) or term(s) already existing in the Lease, the amending provision(s) specifically supersedes the provision(s) or term(s) originally contained in the Lease.

For adequate consideration, Lessor grants, leases and lets to Lessee the Lands for the term provided in the Lease, as amended.

This Amendment may be executed in multiple counterparts. When executed, counterpart shall be binding on the party signing it, regardless of whether all Lessors execute this Amendment.

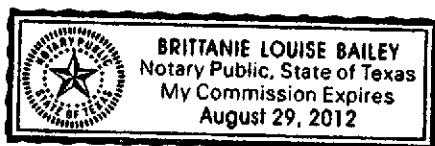
This Amendment is signed by Lessor as of the date of the acknowledgment of Lessor's signature, but is effective for all purposes as of the Effective Date stated above.

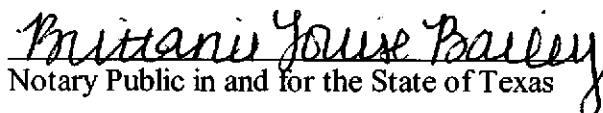
Lessor


Virgil C. Reed Jr.

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 23 day of April, 2009, by Virgil Reed Jr., a married person, as his sole and separate property.




Notary Public in and for the State of Texas